

# RELEASE AND SETTLEMENT AGREEMENT

WHEREAS, James Sak and Peggy Leifer ("Plaintiffs") reside in the City of Aurelia;

WHEREAS, Plaintiffs are the owner of a dog named Snickers who is believed to be a pit bull mix;

WHEREAS, the City of Aurelia maintains a local ordinance referred to herein as "Chapter 58" which contains provisions prohibiting the keeping, harboring, owning or possessing of pit bulls and mixed breed pit bulls within the City;

WHEREAS, Plaintiffs maintain that Jim Sak is permanently disabled as the result of a stroke, that Snickers is a service animal, and that James Sak requires the use of Snickers in order to assist him with the activities of daily living in his home;

WHEREAS, Plaintiffs requested that the City of Aurelia adopt an exception to the provisions of Chapter 58 so that they could keep Snickers in their home;

WHEREAS, the City of Aurelia declined to amend its ordinance;

WHEREAS, Plaintiffs filed suit against the City of Aurelia in the United States District Court for the Northern District of Iowa, Western Division, in the case of *James Sak and Peggy Leifer v. The City of Aurelia*, Case No. 5:11-cv-04111-MWB (the "pending lawsuit");

WHEREAS, on or about December 28, 2011, the District Court entered an Order temporarily enjoining The City of Aurelia from enforcing the provisions of Chapter 58 as this ordinance relates to Snickers; and

WHEREAS, in an effort to reach a compromise that will resolve the pending lawsuit and avoid the uncertainty and expense of protracted litigation, the parties have reached an agreement to settle their respective claims.

IT IS NOW THEREFORE agreed as follows:

1. The City of Aurelia agrees that it will abide by the terms of the temporary injunction that is currently in place for the life of James Sak or Peggy Leifer, whichever is longer, as long as Snickers remains alive, and as long as Plaintiffs or one of them and Snickers reside in the City of Aurelia;
2. The City of Aurelia agrees to pay Plaintiffs the sum of Thirty Thousand Dollars (\$30,000.00);
3. Plaintiffs agree to preserve and maintain the fence they have erected on their property for as long as Peggy Leifer, James Sak, or both of them reside at their current address with Snickers;

4. Plaintiffs agree to erect and maintain a similar fence should they choose to move to another address within the City limits with Snickers;

5. Plaintiffs agree to leash Snickers whenever he leaves their property;

6. Plaintiffs, through their counsel, agree to cooperate in the execution of a stipulation of dismissal with prejudice at such time as payment is made in accordance with paragraph 2 above, and this Release has been fully executed;

7. The parties agree that this Release covers, and Plaintiffs are releasing, all claims, injuries and damages against the City of Aurelia, its current and former employees and its current and former elected officials, whether known or not and which may hereafter appear or develop arising from the matters above referred to, up to the date on which this Release is fully executed. This release includes but is not limited to claims brought under 42 U.S.C. § 12102, the "ADA," 42 U.S.C. § 3601, the "Fair Housing Act" Iowa Code Chapter 216 (the "Iowa Civil Rights Act") and the common laws of the State of Iowa;

8. Nothing about this settlement shall be construed so as to make Plaintiffs a prevailing party for any purpose, including fee shifting statute. Any fee to which Plaintiffs' attorney(s) may be entitled shall be paid by Plaintiffs and not by the City of Aurelia. Each party will bear its own costs.

9. This release is executed as a compromise settlement of a disputed claim, liability for which is expressly denied by the party and/or parties released, and the payment of the above sum together with the foregoing non-monetary provisions does not constitute an admission of liability on the part of any person or entity;

10. Each of the parties to this Release is represented by counsel who have participated in the drafting of this agreement;


11. The terms and provisions contained herein constitute the entire agreement between the parties and supersede any previous communications, representations or agreements, either oral or in writing, with respect to the subject matter hereof; and

12. Plaintiffs understand that by signing this release, they will be giving up any rights which they might otherwise have had under any provision of the Federal or State Constitutions, any applicable federal or state statutes or municipal ordinances, and the common laws of the State of Iowa, up to and including the date on which this Release is fully executed.


**THAT I HAVE READ THE FOREGOING RELEASE, AND UNDERSTAND ITS TERMS  
AND FREELY AND VOLUNTARILY SIGN THE SAME.**

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

CAUTION: THIS IS A RELEASE -- READ BEFORE SIGNING!

  
JAMES SAK

6/27/12  
Date

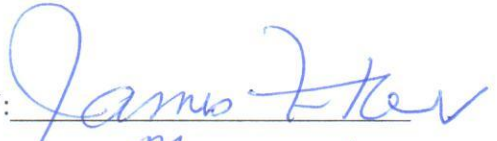
  
PEGGY LEIFER

6/27/12  
Date

  
ATTORNEYS FOR PLAINTFFS

June 22, 2012  
Date

CITY OF AURELIA

BY:   
It's Mayor  
(Title)

6/27/12  
Date